



Signed and Filed: November 16, 2020

DENNIS MONTALI  
U.S. Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**ORDER APPROVING  
STIPULATION PERMITTING  
REBECCA CLEARY AND S.F. (A  
MINOR) TO AMEND  
PREVIOUSLY FILED PROOF OF  
CLAIM**

1 The Court having considered the *Stipulation Permitting Rebecca Cleary and S.F. (a*  
2 *Minor) to Amend Previously Filed Proof of Claim*, dated November 12, 2020 [Dkt. No. 9510] (the  
3 “**Stipulation**”),<sup>1</sup> entered into by PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and  
4 Electric Company (the “**Utility**”), as reorganized debtors (collectively, the “**Debtors**” and as  
5 reorganized pursuant to the Plan, the “**Reorganized Debtors**”) in the above-captioned cases (the  
6 “**Chapter 11 Cases**”), on the one hand, and Rebecca Cleary and S.F. (a Minor) (“**Movants**”), on  
7 the other hand; and pursuant to such Stipulation and agreement of the Parties, and good cause  
8 appearing,

9 IT IS HEREBY ORDERED THAT:

10 1. The Stipulation is approved.  
11 2. The Second Amended Proof of Claim is deemed timely filed.  
12 3. The Proofs of Claim and Asserted Fire Victim Claims shall for all purposes be  
13 treated and classified as Fire Victim Claims under the Plan, and shall be fully assumed by, and the  
14 sole responsibility of, the Fire Victim Trust and subject to the Channeling Injunction, to be  
15 administered, processed, settled, disallowed, resolved, liquidated, satisfied, and/or paid in  
16 accordance with the Fire Victim Trust Agreement and the Fire Victim Claims Resolution  
17 Procedures. Movants shall have no further recourse against the Debtors or Reorganized Debtors,  
18 as applicable, with respect to the Proofs of Claim or the Asserted Fire Victim Claims.

19 4. Nothing herein shall be construed to be a waiver by the Debtors or the Reorganized  
20 Debtors, as applicable, the Fire Victim Trust, or any other party in interest of any right to object to  
21 the Proofs of Claim or the Asserted Fire Victim Claims on any grounds other than the untimely  
22 filing thereof.

23 5. Nothing herein shall be construed to be a waiver by Movants of their right to oppose  
24 any asserted challenge to the Second Amended Proof of Claim.  
25

26  
27 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to  
28 them in the Stipulation.

1           6.       The Original Proof of Claim and First Amended Proof of Claim are deemed  
2 expunged, and Prime Clerk LLC, the claims agent appointed in the Chapter 11 Cases, shall be  
3 authorized to update the official claims register to reflect the terms set forth herein.

4           7.       By entry of this Order, the *Motion Pursuant to Fed. R. Bankr. Proc. 7015 and 7017 to*  
5 *Join Real Party in Interest for Claim Previously Filed; or, in the Alternative, to Enlarge Time to File*  
6 *Proof of Claim Pursuant To Fed. R. Bankr. Proc. 9006(B)(1)* [Dkt. No. 9481] is deemed withdrawn  
7 with prejudice, and the Hearing vacated.

8           8.       The Stipulation is binding on the Parties and each of their successors in interest.

9           9.       The Stipulation constitutes the entire agreement and understanding of the Parties  
10 relating to the subject matter thereof and supersedes all prior agreements and understandings relating  
11 to the subject matter thereof.

12          10.      This Court shall retain jurisdiction to resolve any disputes or controversies arising  
13 from the Stipulation or this Order.

14                               \*\*\* END OF ORDER \*\*\*

15  
16          Dated: November 12, 2020

17          WILCOXEN CALLAHAN, LLP

18          /s/ Drew M. Widders

19          Drew M. Widders, Esq.

20          Attorneys for Rebecca Clearly and  
21          S.F. (a Minor)